

STATE OF SOUTH DAKOTA)
COUNTY OF DOUGLAS)

IN CIRCUIT COURT
FIRST JUDICIAL CIRCUIT

FIRST DAKOTA NATIONAL BANK,

21CIV19-000004

Plaintiff,

v.

ROBERT L. BLOM A/K/A ROBERT LEE
BLOM, BECKY J. BLOM, A/K/A BECKY JO
BLOM, AND B & B WASHOUT, LLC,

AMENDED COMPLAINT FOR
REAL AND PERSONAL PROPERTY,
DECLARATORY JUDGMENT,
GUARANTY ENFORCEMENT,
AND FOR RECEIVERSHIP

Direct Party Defendants, and

JEREMY WRIGHT, AARON WRIGHT,
D/B/A WRIGHT FEEDYARDS, TRAVIS
DELANGE, NORMAN DELANGE, D/B/A
TDN FEEDLOTS, PAUL D. GADER,
TERISA V. GADER, D/B/A GADER
LIVESTOCK, GADER LIVESTOCK LLC,
WAO INC., DON W. ORME, INC., CODY W.
ORME, WES ORME, SCOTT ELMER LOSING, DEVONNE
MARIE LOSING, JAMES AND TERI EDWARDS,
GREGORY JOSEPH MAIROSE, STEVE CARLSON,
DUFRAIN FARMS INC., COW POW, LLC, TROY
VANGENDEREN, CARRIE ANNE VANGENDEREN,
DUANE AUGUSTINE HAGEMAN, RODNEY D.
MEYER, RANDY MEYER, FRONTIER LAND &
CATTLE LLC, DONALD STANGE, MARION RUS,
LLOYD AND MARGIE VANGENDEREN, RYAN
YOUNGSTROM, LONDA YOUNGSTROM, DANIEL
VEURINK, HANK ZOMER, TAYLOR BLOM, HARLAN
VANGENDEREN, JUDY VANGENDEREN, H & J
CATTLE CO., LLC, RUSSELL FARMS, INC.,
LAUREN DEAN RUSSELL AND PATRICIA K. RUSSELL,
CHAD PLAMP, CURTIS PLAMP, COREY PLAMP,
JOHN AND CRYSTAL VANDENHOEK, MICHAEL
AND LORI VANDENHOEK, JOHN ZOMER JR., AUSTIN
ZOMER, TRIPLE Z ANGUS LLC, JOHN F. RUZICKA
D/B/A TRAILS END FARM, LTD, MARVIN AND DELORES
VANGENDEREN, CAROLAN AND SONS, INC.,
FUERSTENAU FARMS, LTD, GERALD FUERSTENAU,
RICKIE WEERHEIM, SINGLETON FARMS, STEVE
AND DEBBIE STANG, RICK AND CHERYL HOHN,
JOHN P. FENSKE, AND MARVIN E. HARTKE,

Interested Party Defendants.

First Dakota National Bank ("First Dakota") for its Amended Complaint against Direct Defendants Robert L. Blom, Becky J. Blom, (the "Bloms") and their entity B&B Washout LLC (collectively the "Blom Defendants") and Interested Party Defendants Jeremy Wright and Aaron Wright, d/b/a Wright Feedyards, Travis DeLange and Norman DeLange, d/b/a TDN Feedlots, Paul D. Gader and Terisa v. Gader, d/b/a Gader

Livestock, d/b/a Gader Livestock LLC, (the "Gaders"), WAO Inc., Don W. Orme, Inc., Wes Orme and Cody W. Orme (the "Ormes"), Scott Elmer Losing and DeVonne Marie Losing (the "Losings"), James and Teri Edwards (the "Edwards"), Gregory Joseph Mairose ("Mairose"), Steve Carlson ("Carlson"), DuFrain Farms Inc. ("DFI"), Cow Pow LLC ("Cow Pow"), Troy Vangenderen and Carrie Anne Vangenderen (the "Vangenderens"), Duane Augustine Hageman ("Hageman"), Rodney D. Meyer and Randy Meyer (the "Meyers"), Frontier Land and Cattle LLC ("Frontier"), Donald Stange ("Stange"), Marion Rus ("Rus"), Lloyd Vangenderen and Margie Vangenderen, Ryan Youngstrom and Londa Youngstrom ("Youngstroms"), Daniel Veurink ("Veurink"), Hank Zomer, Taylor Blom, Harlan Vangenderen, Judy Vangenderen and H & J Cattle Co., LLC ("H&J"), Russell Farms Inc. ("RFI"), Lauren Dean Russell and Patricia K. Russell ("Russells"), Chad Plamp, Curtis Plamp and Corey Plamp (the "Plamps"), John VandenHoek, Crystal VandenHoek, Michael VandenHoek and Lori VandenHoek (the "VandenHoeks"), John Zomer Jr, Austin Zomer, Hank Zomer (the "Zomers"), Triple Z Angus, LLC, John F. Ruzicka d/b/a Trails End Farm, Ltd. ("Ruzicka"), Marvin and Delores Vangenderen, Carolan and Sons, Inc. ("CSI"), Fuerstenau Farms, Ltd, Gerald Fuerstenau, Rickie Weerheim, Singleton Farms, Steve and Debbie Stang (the "Stangs"), and Rick and Cheryl Hohn (the "Hohns"), John P. Fenske ("Fenske") and Marvin E. Hartke ("Hartke"), states and alleges as follows:

GENERAL ALLEGATIONS

1. First Dakota is a national bank and "regulated lender" under the laws of the State of South Dakota and the United States of America, with its principal place of business located in Yankton, Yankton County, South Dakota.

2. The Bloms, husband and wife, at all times material were and remain residents of Corsica, Douglas County, South Dakota and customers of First Dakota's Corsica, South Dakota branch.

3. B&B, is a South Dakota limited liability company in good standing owned and operated by the Bloms.

4. The Bloms have multiple loans with First Dakota secured by real estate and personal property. Attached to the original Complaint as Exhibits 1-4 are the outstanding notes that remain unpaid by the Bloms.

5. B&B has a loan with First Dakota secured by real estate and personal property. Attached hereto as Exhibit 4A is a true and correct copy of the outstanding note unpaid by B&B.

6. Attached to the original Complaint as Exhibit 5 is a mortgage that secures the Blom notes and represent First Dakota's perfected first lien position in said real estate owned by the Bloms in Douglas County.

7. Attached to the Amended Complaint as Exhibits 5A-5C are the other mortgages that secure the Blom and B&B Notes and represent First Dakota's perfected first lien position in said real estate owned by the Bloms and B&B in Douglas County.

8. Attached to the original Complaint as Exhibit 6 is an agricultural security agreement that secures First Dakota's Blom notes and its first position lien interest in the personal property of the Bloms, including but not limited to cattle and their proceeds, but machinery, equipment, accounts receivable, and other standard personal property.

9. Attached hereto as Exhibit 6A and 6B are the other agricultural and/or commercial security agreements that secure First Dakota's Blom and B&B notes and its first lien position in the personal property of the Bloms and B&B.

10. Attached to the original Complaint as Exhibit 7 is a true and correct copy of a print out from the South Dakota Secretary of State showing the many interested third parties who claim to have filed UCC caretaker filings to co-own or share ownership with both the direct Defendants and others.

11. First Dakota remains the first lien holder pursuant to its properly filed UCC1/EFS in all personal property assets of the Bloms and B&B, including but not limited to livestock, farm products, equipment, vehicles, inventory, and accounts receivable, as well as all products and proceeds of the same.

12. On or about January 17, 2019, Bloms had written checks for cattle the bank could not cover, overdrawing their account in excess of \$1,000,000 and creating a default situation on their loans.

13. On or about February 5, 2019, Robert Blom was involved in a serious motor vehicle accident with another party, resulting in his arrest.

14. Upon information and belief and based on a probable cause affidavit, a true and correct copy of which is attached to the original Complaint as Exhibit 8, this was not an ordinary accident but was an attempt at self harm and harm to others.

15. Prior to the collision, Robert Blom was the main source for bank information regarding cattle ownership and care. His incapacity and bounced checks are an incurable default and/or constitutes grounds for the bank to deem itself insecure.

16. Neither Rebecca Blom nor any other borrower has the capacity to care for or account for said cattle.

17. Jeremy Wright and Aaron Wright, d/b/a Wright Feedyards (the "Wrights") operate a feedlot near the Bloms. The Wrights allege they have been and continue to care for cattle owned by the Bloms and financed by First Dakota.

18. On or about February 7, 2019, the Wrights filed an agister lien with the Douglas County Register of Deeds alleging priority position pursuant to SDCL Ch. 40-27 for the current and ongoing cost of cattle in their possession and care.

19. Travis DeLange and Norman DeLange, d/b/a TDN Feedyards (the "DeLanges") operate a feedlot near the Bloms. The DeLanges allege they have been and continue to care for cattle owned by the Bloms and other Interested Party Defendants.

20. On or about February 11, 2019, the DeLanges filed an agister lien with the Douglas County Register of Deeds alleging priority position pursuant to SDCL Ch. 40-27 for the current and ongoing cost of cattle in their possession and care.

21. Based on the Motion to Intervene filed by Paul A. Gader and Terisa V. Gader, d/b/a Gader Livestock, d/b/a Gader Livestock LLC, (collectively the "Gaders"), the Gaders entered into a cattle purchase contract wherein the Gaders were to deliver 146 steers and 120 heifers in exchange for a payment of \$269,674.26.

22. The cattle were delivered by the Gaders to the Bloms and according to the Gaders, remain on the mortgaged premises. Furthermore, the Gaders remain unpaid by the Bloms for those cattle.

23. Gader Livestock LLC filed a UCC caretaker filing with the South Dakota Secretary of State on February 14, 2019. *See* Gaders' Motion to Intervene, Exh. 6, on file herein. The Gaders' cattle are also alleged to be subject to the DeLanges' agister lien.

24. Upon information and belief, WAO Inc. and Don W. Orme Inc. are Iowa corporations operated by Wes Orme and Cody W. Orme (the "Ormes"). Upon further information and belief, the Ormes have an interest in approximately 300 head of cattle delivered to the Blom feedlot on or about November 12, 2018.

25. Upon information and belief, Scott Elmer Loring and DeVonne Marie Loring (the "Losings") and/or their lender Farm Credit Services of America, PCA, on their customers' collective behalf have a caretaker filing with the South Dakota Secretary of State for Losings' cattle in the care, custody or control of the Bloms. See South Dakota Secretary of State UCC caretaker filing dated February 17, 2019, originally dated March 6, 2012.

26. James and Teri Edwards ("Edwards") claim ownership interest in certain cattle in the care, custody and control of the Bloms and/or the DeLanges. Upon further information and belief, the Edwards filed a caretaker filing with the South Dakota Secretary of State on February 21, 2019.

27. Gregory Joseph Mairose ("Mairose") claims ownership in certain cattle in the care, custody and control of the Bloms, financed by Farm Credit Services of America, PCA. Upon further information and belief, his caretaker filings was filed with the South Dakota Secretary of State on February 7, 2019.

28. Steve Carlson ("Carlson") claims ownership in certain cattle in the care, custody and control of the Bloms, financed by American Bank & Trust. Upon further information and belief, his caretaker filing was filed with the South Dakota on February 11, 2019 (Carlson).

29. DuFrain Farms, Inc. ("DFI") is a South Dakota corporation, who claims ownership of 907 cattle in the care, custody and control of the Bloms and DeLanges. DFI financed these cattle through Bankwest, Inc. Upon further information and belief, their caretaker filing was filed with the South Dakota Secretary of State on February 7, 2019.

30. Cow Pow, LLC, ("Cow Pow") is a South Dakota limited liability company that claims ownership of cattle in the care, custody, and control of the Bloms. Cow Pow financed these cattle through Farmers State Bank. Upon further information and belief, its caretaker filing was filed with the South Dakota Secretary of State on April 5, 2017.

31. Troy Vangenderen and Carrie Anne Vangenderen (the "Vangenderens") claim ownership of cattle in the care, custody and control of the Bloms. Upon further information and belief, the Vangenderens filed their caretaker filing with the South Dakota Secretary of State on April 29, 2014.

32. Duane Augustine Hageman ("Hageman") claims ownership of cattle in the care, custody and control of the Bloms. Upon further information and belief, Hageman filed his caretaker filing with the South Dakota Secretary of State on October 21, 2015.

33. Rodney D. Meyer and Randy Meyer (the "Meyers") claims ownership of cattle in the care, custody and control of the Bloms. Upon further information and belief, Rodney D. Meyer filed his caretaker filing with the South Dakota Secretary of State on January 1, 2016.

34. Frontier Land and Cattle LLC ("Frontier") is a South Dakota corporation. Upon information and belief, Donald Stange ("Stange") and Marion Rus ("Rus") are owners or operators of Frontier. Frontier and/or Stange and Rus have ownership of cattle claims that were removed from the Blom, DeLange and Wright feed lots on the eve of the receivership, as well as claims upon cattle that remain on those lots. First Dakota and other parties in interest have claims against the same cattle Frontier, Stange and Rus contend they own. Frontier filed a caretaker filing with the South Dakota Secretary of State on May 11, 2016.

35. Lloyd and Margie Vangenderen claim ownership of cattle in the care, custody and control of the Bloms. Upon further information and belief, the Vangenderens filed their caretaker filing with the South Dakota Secretary of State on July 26, 2016.

36. Daniel Veurink ("Veurink") claims ownership of cattle in the care, custody, and control of the Bloms. Veurink financed these cattle through Farmers State Bank. Upon further information and belief, his caretaker filing was filed with the South Dakota Secretary of State on July 26, 2016.

37. Hank Zomer claims ownership of cattle in the care, custody and control of the Bloms and DeLanges. Upon further information and belief, Hank Zomer filed his caretaker filing with the South Dakota Secretary of State on September 6, 2016 and amended the same on February 7, 2019 adding interested party Taylor Blom, son of Defendant Bloms, who also claims ownership of cattle in the care, custody and control of the Bloms and DeLanges. As of this pleading, Taylor Blom has no caretaker filing of record with the South Dakota Secretary of State.

38. Harlan Vangenderen, Judy Vangenderen and H & J Cattle Co., LLC ("H & J") claim ownership of cattle in the care, custody and control of the Bloms and DeLanges. Upon further information and belief, Vangenderen filed his caretaker filing with the South Dakota Secretary of State on November 30, 2016.

39. Russell Farms Inc. ("RFI") is a South Dakota corporation owned and operated by Lauren Dean Russell and Patricia K. Russell ("Russells"). RFI and Russells claim ownership in certain cattle in the care, custody and control of the Bloms, financed by Farm Credit Services of America, PCA. Upon further information and belief, their caretaker filing was filed with the South Dakota Secretary of State on April 18, 2017.

40. Chad Plamp, Curtis Plamp and Corey Plamp (the "Plamps") claim ownership of cattle in the care, custody, and control of the Bloms. The Plamps financed these cattle through Farmers State Bank. Upon further information and belief, their separate caretaker filings were filed with the South Dakota Secretary of State on December 12, 2018.

41. John VandenHoek, Crystal VandenHoek Michael VandenHoek and Lori VandenHoek (the "VandenHoeks") claim ownership of cattle in the care, custody, and control of the Bloms. The VandenHoeks financed these cattle through Farmers State Bank. Upon further information and belief, their separate caretaker filings were filed with the South Dakota Secretary of State on December 12, 2018.

42. John Zomer Jr. Austin Zomer and Hank Zomer (the "Zomers") own and/or operate Triple Z Angus, LLC, a South Dakota limited liability company. Upon further information and belief, the Zomers filed their separate caretaker filings with the South Dakota Secretary of State on February 7-8, 2019 adding interested party Taylor Blom, son of Defendant Bloms, who also claims ownership of cattle in the care, custody and control of the Bloms and DeLanges.

43. Upon information and belief, Harlan Vangenderen and John Zomer Jr. operate a cattle partnership called H&J Cattle.

44. John P. Fenske ("Fenske") filed his caretaker filing with the South Dakota Secretary of State on February 2, 2007. Upon information and belief, Fenske has no cattle located at the Blom, Wright or DeLange feedlots.

45. Marvin E. Hartke ("Hartke") filed his caretaker filing with the South Dakota Secretary of State on August 21, 2009. Upon information and belief, Hartke has no cattle located at the Blom, Wright or DeLange feedlots.

46. John F. Ruzicka d/b/a Trails End Farm, LTD claims ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, Ruzicka has not filed a caretaker filing with the South Dakota Secretary of State.

47. Marvin and Delores Vangenderen claim ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, Marvin and Delores Vangenderen have not filed a caretaker filing with the South Dakota Secretary of State.

48. Ryan Youngstrom and Londa Youngstrom claim ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, Ryan Youngstrom and Londa Youngstrom have not filed a caretaker filing with the South Dakota Secretary of State.

49. Carolan and Sons, Inc. ("CSI"), an Iowa corporation, claims ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, CSI has not filed a caretaker filing with the South Dakota Secretary of State.

50. Fuerstenau Farms, Ltd is an Iowa corporation which, upon information and belief, is owned and operated by Gerald Fuerstenau ("Fuerstenau"). Fuerstenau claims ownership in certain cattle in the care, custody and control of the Bloms, financed by Farmers State Bank, Algona, Iowa. Upon further information and belief, their caretaker filing was filed with the South Dakota Secretary of State on February 22, 2019.

51. Rickie Weerheim ("Weerheim") claims ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, Weerheim has not filed a caretaker filing with the South Dakota Secretary of State.

52. Singleton Farms is a Montana general partnership that claims ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, Singleton Farms has not filed a caretaker filing with the South Dakota Secretary of State.

53. Steve and Debbie Stang (the "Stangs") claim ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, the Stangs have not filed a caretaker filing with the South Dakota Secretary of State.

54. Rick and Cheryl Hohn (the "Hohns") claim ownership interest in certain cattle in the care, custody and control of the Bloms. Upon further information and belief, the Hohns have not filed a caretaker filing with the South Dakota Secretary of State.

COUNT ONE
FORECLOSURE OF PERSONAL PROPERTY LIENS
(AS TO ALL DEFENDANTS)

55. First Dakota re-alleges the allegations contained in paragraphs 1 through 54 above to the same effect as though fully set out herein.

56. The Bloms' defaults under these loan agreements include but are not limited to their overdrawn account, incapacity, being deemed insecure and inability of Defendants to care for livestock (cattle) in their care, custody and control and pledged to First Dakota.

57. As of February 7, 2019, the total principal amount owed on the Blom notes was \$6,748,600.92. According to the terms of the notes, additional interest accrues on the balance of the notes at a per diem of \$1,011.054 per day.

58. In addition, attorneys' fees, sales tax thereon, and costs, disbursements, and expenses as allowed by the note and other loan agreements attached, as well as applicable law, have accrued and continue to accrue on the loan.

59. Pursuant to its rights under the terms of its loan documents, First Dakota seeks to foreclose on the personal property of the Bloms consistent with their terms and applicable South Dakota law.

60. No prior proceedings at law or otherwise for the recovery of the debt secured by the mortgages or security agreement, or any part thereof, has been commenced. First Dakota has not applied for and has not received any judgment on the indebtedness secured by its mortgages, security agreement or liens.

61. First Dakota has been required to employ the assistance of attorneys to prosecute this action, and is incurring attorneys' fees as a result of the Bloms' defaults under the loan documents. Under the terms of these documents and applicable law, plaintiff's attorneys' fees, sales tax thereon, and legal expenses, costs and disbursements in this action should be determined by the court and allowed as part of the judgment in this action.

62. First Dakota maintains a first perfected and superior lien on all the personal property described in this Complaint, superior to any other person or entity of record as reflected by the applicable loan documents and UCC/EFS search results established by the South Dakota Secretary of State per applicable law and a copy of which is attached to the Original Complaint as Exhibit 7, but subject to prior priority filing and other caretaker filings of record.

63. Exhibits 1 through 7 are enforceable written agreements between First Dakota and the Bloms.

64. Mutual obligations and benefits paid by First Dakota to Bloms constitute sufficient consideration for the loan documents between First Dakota and the Bloms.

65. Bloms breached contractual obligations to First Dakota as fully set forth herein and First Dakota is entitled to be paid in full on its notes, plus costs, disbursements and attorney's fees.

66. Any surplus proceeds will be paid into the Court per SDCL 15-6-67(a).

COUNT TWO RECEIVERSHIP

67. First Dakota realleges the allegations contained in paragraphs 1-64 above to the same effect as if fully set forth herein.

68. The agricultural security agreement and mortgage specifically authorizes First Dakota to seek receivership during a foreclosure proceeding. *See* Exhibits 5 and 6. At page 4 of the security agreement, the Appoint Receiver provision of the Rights and Remedies section states:

Lender shall have a right to have receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect Rents from the Property and apply the proceeds, over and above the costs of receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver exists whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as receiver.

69. In accordance with SDCL 21-21-1(2), SDCL 21-21-2, SDCL 21-21-5, and SDCL 15-6-66, this Court is empowered to appoint a receiver to take charge of all Bloms' assets, including but not limited to cattle, cattle proceeds and receivables as well as effectuate repairs to the premises, assemble and sell livestock and other pledged personal property collateral, collect rents and/or disclose to said receiver full accountings for accounts receivable, where rents were spent and/or are being held, and other necessary information as the receiver may deem appropriate who will in turn provide a full and fair accounting to the Court.

70. First Dakota believes that a nonparty receiver is required by applicable law, specifically, SDCL 21-21-7. First Dakota would recommend Lewis Dirks, receiver in several prior civil disputes, both in McCook County (*Agri-Steel Inc. et al. v. Feterl Manufacturing, McCook Co.* 08-20 and *First Dakota v. Tyler McGregor, et al.*, 16-32), elsewhere (*Ludens et al. v. Denali et al.*, Bon Homme 10-104), and most recently in Yankton County (*First Dakota v. Joseph Tacke et al.*), 18-69. Mr. Dirks need not post a bond as it was not only waived but First Dakota will pay his expenses and charges for the receivership as well as make any court ordered payments to any parties, subject to any of its statutory or appellate rights.

71. On February 8, 2018, the Court granted First Dakota's ex parte motions for emergency receivership. On February 14, 2018, after notice to Bloms and interested parties identified at the beginning of the hearing, the Court granted First Dakota's motions, installed Receiver Dirks for the duration of the litigation subject to further order and instructions from the Court.

COUNT THREE DECLARATORY JUDGMENT

72. First Dakota realleges the allegations contained in paragraphs 1-71 above to the same effect as both fully set forth herein.

73. First Dakota seeks a declaratory judgment from the Court per SDCL 15-6-57 as well as pursuant to SDCL 21-24-1 through 21-24-4 and 21-24-7. Specifically, First Dakota seeks a court determination that it is the first lien holder and/or first position secured creditor of the Bloms and/or any Interested Party Defendants. First Dakota further seeks a determination that any and all other co-defendants to this action who have claims for unpaid cattle against the Bloms have such claims as junior and inferior to those of First Dakota, which holds a perfected first lien position against all cattle on the Bloms' premises and that were pledged to First Dakota by the Bloms.

74. First Dakota recognizes that there will be Interested Party Defendants that claim priority position to particular cattle by way of multiple caretaker filings with the South Dakota Secretary of State. First Dakota remits those Interested Party Defendants to strict proof thereon and requires review of all such filed documentation as well as underlying loan and/or permissive documentation from the Direct Defendants for such filings.

75. First Dakota also recognizes that Wrights and DeLanges claim agister priority lien position with respect to their lien filings. First Dakota remits the Wrights and DeLanges to their strict proof thereon and raises the equitable defenses of SDCL 40-27-2 and waiver as to all lien holders and lack of satisfactory documentation with respect to the DeLanges lien filing. First Dakota also asserts the right to raise additional defenses during the discovery process with respect to said lien filings.

76. Because only Defendant Robert Blom can care for and account for the cattle and because he is now incapacitated, the Court should appoint Lew Dirks as an emergency receiver to take care and charge of cattle, sell and account for the proceeds from cattle sales and report to the parties, third party owners and the Court his findings.